

**DAHLGREN DIVISION
NAVAL SURFACE WARFARE CENTER**

Dahlgren, Virginia 22448-5100



NSWCDD/MP-95/215

**COOPERATIVE RESEARCH AND DEVELOPMENT
AGREEMENT (CRADA) GUIDEBOOK**

BY RAMSEY D. JOHNSON

DOMESTIC TECHNOLOGY TRANSFER PROGRAM

DECEMBER 1995

DTIC QUALITY INSPECTED 4

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19960705 122

REPORT DOCUMENTATION PAGEForm Approved
OBM No. 0704-0188

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, search existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

1. AGENCY USE ONLY (Leave blank)		2. REPORT DATE December 1995	3. REPORT TYPE AND DATES COVERED Final	
4. TITLE AND SUBTITLE Cooperative Research and Development Agreement (CRADA) Guidebook			5. FUNDING NUMBERS	
6. AUTHOR(s) Ramsey D. Johnson				
7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES) Commander Naval Surface Warfare Center, Dahlgren Division (Code B05) 17320 Dahlgren Road Dahlgren, VA 22448-5100			8. PERFORMING ORGANIZATION REPORT NUMBER NSWCDD/MP-95/215	
9. SPONSORING/MONITORING AGENCY NAME(S) AND ADDRESS(ES)			10. SPONSORING/MONITORING AGENCY REPORT NUMBER	
11. SUPPLEMENTARY NOTES				
12a. DISTRIBUTION/AVAILABILITY STATEMENT Approved for public release; distribution is unlimited.			12b. DISTRIBUTION CODE	
13. ABSTRACT (Maximum 200 words) Authorization for Government-operated Federal laboratories to enter into Cooperative Research and Development Agreements (CRADAs) was initially provided by the Stevenson-Wydler Technology Innovation Act of 1980, which was amended by the Federal Technology Transfer Act of 1986. The Department of Defense and the Department of the Navy have each issued specific guidelines governing technology transfer. This guidebook was prepared for the Naval Surface Warfare Center, Dahlgren Division (NSWCDD), Dahlgren, Virginia, and provides guidelines concerning responsibilities, requirements, options, types, format, and contents of CRADAs.				
14. SUBJECT TERMS Technology Transfer; Cooperative Research and Development			15. NUMBER OF PAGES 20	
			16. PRICE CODE	
17. SECURITY CLASSIFICATION OF REPORT UNCLASSIFIED	18. SECURITY CLASSIFICATION OF THIS PAGE UNCLASSIFIED	19. SECURITY CLASSIFICATION OF ABSTRACT UNCLASSIFIED	20. LIMITATION OF ABSTRACT UL	

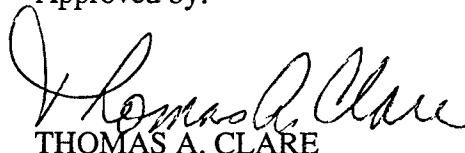
FOREWORD

Government-operated Federal laboratories are permitted to enter into Cooperative Research and Development Agreements (CRADAs) under the Stevenson-Wydler Technology Innovation Act of 1980, as amended by Public Law 99-502, Federal Technology Transfer Act of 1986 (Section 15 U.S. Code Section 3710a), and Executive Order 12591, Facilitating Access to Science and Technology. CRADAs are permitted with other Federal laboratories, state or local governments, universities, and the private sector.

The Department of Defense (DoD) Domestic Technology Transfer Program Regulation (DoD 3200.12-R-4, 27 Dec 88), SECNAV Instruction 5700.16 of 27 Oct 89 on Domestic Technology Transfer, and the Office of Chief of Naval Research (OCNR) Instruction 5700.1 of 24 Jul 91 on the Navy Domestic Technology Transfer Program issue this authority and provide policy and general guidance for Department of the Navy (DoN) components.

This CRADA guidebook was prepared to facilitate the preparation of CRADAs for the Naval Surface Warfare Center, Dahlgren Division (NSWCDD), by providing guidelines concerning responsibilities, requirements, options, types, format, and contents of such agreements.

Approved by:

A handwritten signature in dark ink, appearing to read 'Thomas A. Clare', is written over the printed name.

THOMAS A. CLARE
Executive Director

ACKNOWLEDGMENT

The author acknowledges the significant contributions to this guidebook by James B. Bechtel, Esq., and James B. Howard of the Naval Surface Warfare Center, Dahlgren Division (NSWCDD).

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COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (CRADA) GUIDEBOOK

GENERAL GUIDANCE

AUTHORIZATION

The Stevenson-Wydler Technology Innovation Act of 1980, as amended by Public Law 99-502, *Federal Technology Transfer Act of 1986* (codified in Title 15 U.S. Code Section 370a) and Executive Order 12591, *Facilitating Access to Science and Technology*, permit Government-operated Federal laboratories to enter into Cooperative Research and Development Agreements (CRADAs) with other Federal agencies, units of state or local governments, industrial organizations (corporations, partnerships, limited partnerships, and industrial development organizations), public and private foundations, nonprofit organizations (universities), and/or other persons (including licensees of inventions owned by the Federal agency).

The Department of Defense (DoD) Domestic Technology Transfer Program Regulation (DoD 3200.12-R-4 of 27 Dec 88), SECNAV Instruction 5700.16 of 27 Oct 89 on Domestic Technology Transfer, and the Office of Chief of Naval Research (OCNR) Instruction 5700.1 of 24 Jul 91 on the Navy Domestic Technology Transfer Program issue this authority and provide policy and general guidance for Department of the Navy (DoN) components.

CRADA HIGHLIGHTS

A CRADA is an agreement between one or more Federal laboratories and one or more non-Federal parties to perform cooperative and mutually beneficial research and development (R&D).

Under a CRADA, the Naval Surface Warfare Center Dahlgren Division (NSWCDD) can provide personnel, services, facilities, equipment, or other resources with or without reimbursement.

NSWCDD cannot provide funds to non-Federal parties of a CRADA.

Non-Federal parties may provide funds, personnel, services, facilities, equipment, or other resources toward the conduct of specified research or development efforts.

A CRADA is not a procurement contract, grant, or cooperative agreement.

A CRADA is not governed by the Federal Acquisition Regulations (FAR) and the DoD FAR Supplement.

CRADA BENEFITS

Technology
Leveraging

A means of utilizing non-DoN resources to support DoD sponsorship of promising technologies to accelerate their development.

Industrial
Growth

Enhanced economic competitiveness for non-Federal partners.

Quick and Simple

A legal document that can be easily understood and quickly approved.

CRADA
REQUIREMENTS

R&D conducted under a CRADA must be consistent with the mission of NSWCDD.

The NSWCDD Commander has approval authority for Standard CRADAs.

NSWCDD conducts a legal review of each proposed CRADA for compliance with the law and appropriate conflict-of-interest statutes.

A CRADA is subject to OCNr review within a statutory 30-day period after CRADA approval.

No individual or organizational conflict of interest may exist in the execution of a CRADA.

CRADAs need not be competitive; however, it is strongly recommended that multiple potential sources be considered to the extent practicable before selecting a partner and negotiating a CRADA. The intent is to obtain the best partner for DoN and avoid any partiality.

CRADAs may not be used to limit competition among sources in any subsequent procurement in the same area.

CRADA objectives should be mutually beneficial to and protect the interests of all parties to the agreement. CRADAs should be prepared with technical, legal, and management support from all parties.

**POLICY
CONSIDERATIONS**

Statute requires that all CRADAs include provisions whereby the Government retains or acquires at least a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced throughout the world by or on behalf of the Government any invention made by a Federal employee, or by a collaborating party, or by an employee of a collaborating party that is conceived or first actually reduced to practice in the performance of work under the CRADA.

Royalties or other income received from the licensing or assignment of inventions under CRADAs are retained by NSWCDD and shared with the inventor(s).

CONSIDERATIONS FOR DoN PARTNERS TO CRADAs

REQUIREMENTS

Give special consideration to small business firms and consortia involving small businesses.

Give preference to business units located in the United States (U.S.) that agree that products embodying inventions made under the CRADA or produced through the use of such inventions will be manufactured substantially in the U.S.

Follow instructions regarding controls on the release of classified and unclassified militarily critical technology to potential CRADA partners that may be foreign-owned, -controlled, or -influenced (FOCI) organizations.

Protect, as directed by statute, from disclosure under the Freedom of Information Act (FOIA) trade secrets or commercial or financial information obtained in the conduct of research under a CRADA for 5 years.

Safeguard classified information and unclassified sensitive information. CRADA participants requiring access to classified information must comply with current security procedures for handling and protecting classified information. In such cases, NSWCDD must prepare a form DD 254.

OPTIONS

Under a CRADA, NSWCDD may

Grant, or agree to grant in advance to a collaborating party, patent licenses or assignments, or options thereto, in any invention made wholly or partially by a Federal employee under the agreement, retaining a nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention or have the invention practiced worldwide by or on behalf of the Government, and such other rights NSWCDD deems appropriate.

Waive in advance, wholly or a partially, any right of ownership that the Federal Government may have to any invention made under the agreement by a collaborating party or employee of a collaborating party, subject to the reservation of Government rights as mentioned above.

Consistent with established NSWCDD requirements and standards of conduct, permit employees or former employees to participate in efforts to commercialize inventions made while in the service of the U.S.

GENERAL INFORMATION

CRADA TYPES In general, the subject matter and purpose of the four prevalent categories of DoN CRADAs are: (1) codeveloping and marketing a product, (2) codeveloping and/or modifying and marketing software, (3) using DoN facilities, and (4) supplying funds for R&D to be performed by the DoN. These are only examples of generic CRADAs; CRADA topics may vary as warranted.

**AGREEMENT
PROCEDURES** Information

CRADA information is available from the NSWCDD Technology Transfer Offices (Dahlgren–Code B05; Panama City–Code 10P) and the NSWCDD CRADA Coordination Offices (Dahlgren–Code C2K; Panama City–Code 10P).

Coordination Offices' Responsibilities

Prepare agreements, for respective sites, based on CRADA proposal forms submitted by technical staffs. See Appendix A. The proposal information will be integrated into a CRADA document comprising specific articles. See Appendix B.

Consult with NSWCDD and ONR technical and legal staffs, as necessary, to ensure compliance with DoN requirements.

Negotiate specific terms and conditions of proposed agreements as necessary.

Maintain a central file of all approved NSWCDD agreements.

Provide to ONR 362 a copy of all agreements (hard copy and electronic) within 10 working days of agreement approval.

Technical Staff Responsibilities

Submit proposed agreements to the local CRADA coordination office in accordance with the proposal format. See Appendix A.

Provide supplementary information to the CRADA Coordination Offices as required.

APPENDIX A

**COOPERATIVE RESEARCH AND DEVELOPMENT
AGREEMENT (CRADA) PROPOSAL FORM AND QUESTIONNAIRE**

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT PROPOSAL FORM	Date Received	File Number
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Instructions: Employees of NSWCDD and its Tenant Commands should use this form when proposing a Cooperative Research and Development Agreement (CRADA). Where space on form is inadequate, enter "see attached page," and use plain pages as needed. This form should be printed or typed, signed by both the DoN employee and the Non-DoN employee proposing the CRADA, and submitted via the DoN employee's chain of command to the Deputy for Small Business, Code C2K, Dahlgren, or Code 10P, CSS. Non-DoN employees should provide a copy of this form to their employer for their cognizance.

Part I. COLLABORATORS

1. DoN PARTNER

Name:

Location (Address):

2. NON-DoN PARTNER

Name:

Location (Address):

Part II. PURPOSE OF COLLABORATION

Describe the nature and intent of this proposed transfer of technology:

Part III. CONTACTS

1. DoN SCIENTIFIC CONTACT

Name:

Location (Department):

Phone and Facsimile Numbers:

2. NON-DoN SCIENTIFIC CONTACT

Name:

Location (Department):

Phone and Facsimile Numbers:

3. NON-DoN LEGAL CONTACT

Name:

Location (Department):

Phone and Facsimile Numbers:

Part IV. SIGNATURES

I am proposing the CRADA described herein:

DoN EMPLOYEE _____
 NON-DoN EMPLOYEE _____

I am aware of the proposed CRADA described herein:

DoN BRANCH HEAD (next in chain) _____
 DoN DIVISION HEAD (next in chain) _____

(comments may be attached to this form)

**NAVAL SURFACE WARFARE CENTER,
DAHLGREN DIVISION (NSWCDD), COOPERATIVE RESEARCH
AND DEVELOPMENT AGREEMENT QUESTIONNAIRE**

This questionnaire is used by the Deputy for Small Business, Naval Surface Warfare Center, Dahlgren Division (NSWCDD), to begin drafting a Cooperative Research and Development Agreement. If you have any comments or questions, please contact the following: at Dahlgren—Deputy for Small Business, Code C2K, telephone (540) 653-4806/6808, or facsimile (540) 653-4089; at Panama City—Code 10P, telephone (904) 234-4161, or facsimile (904) 235-5374.

Instructions: DoN Scientific Contact and Non-DoN Scientific Contact should work together and consolidate their respective information to complete and submit one questionnaire. Fill in each blank with the requested information. Where space is inadequate, enter "see attached page" and use plain pages as needed. Upon completion, the questionnaire should be submitted to Deputy for Small Business, Code C2K, at Dahlgren or Code 10P at Panama City.

1. INTRODUCTION

Full name of DoN Partner (*e.g.*, "NSWCDD"):

Full Name of Non-DoN Partner (*if a division or part of a parent company, please state; e.g.*, "Jones and Smith, Incorporated, a subsidiary of Zimmerman Company"):

Headquarters Location of Non-DoN Partner (*this is not necessarily the "mailing" address, and it may be a foreign country*):

2. SUMMARY

Brief description, preferably in layman's terms, of the intent and nature of the work to be done and how the Partners will participate and benefit. This summary will be used (1) should we need to process the Agreement through the Office of the Chief of Naval Research (OCNR), (2) in internal and public releases from OCNR, and (3) in internal and public releases from both the DoN and the Non-DoN Partners. This section will be available for public release, even if the identity of the Non-DoN Partner is protected from disclosure (*this should be a general statement of what the Partners hope to accomplish*):

3. BACKGROUND

Technology area, or "program," under which the DoN Partner's research will be conducted (*e.g.*, *High Voltage Connector Technology, AN/SLQ 32 Program, etc*):

4. OBJECTIVES

Description of the objectives of this Agreement and expected results. Include intentions for commercialization, if appropriate. The objectives should define the scope of the work (*this should be more specific than the Summary in Question #2 above*):

5. SCOPE

Complete the following sentences, or draft similar sentences to state the scope of the Agreement. You should be as specific as the situation permits and may expand as you find appropriate:

The Partners shall provide personnel knowledgeable in the development of _____
for _____ (*technology area*), the _____
(*facility*), and _____ (*equipment*) necessary to perform the objectives. The
Partners shall develop, integrate, demonstrate, and evaluate _____
_____ (*objective*)
as a potential commercial application of their contributing technologies.

6. PRINCIPAL INVESTIGATOR

Full name and title/function of Principal Investigator for each *Partner* (e.g., *Dr. John Doe, Weapons Research Branch Head*; *Mr. John Civilian, Research Department*):

For DoN Partner:

For Non-DoN Partner (*please indicate if this person will also be Program Manager*):

7. RESPONSIBILITIES

Division of responsibilities, what each Partner is doing/providing, and the schedule. This is your "Work Statement." You **MUST** state any actual, or the possibility of, animal or human testing under the Partner responsible for those clearances (*the use of "bullets" to itemize each specific responsibility is suggested*):

DoN Partner will:

Non-DoN Partner will:

8. REPRESENTATIONS

Non-DoN Partner's type of organization (*e.g., corporation, partnership, University, etc.*):

State/Country under which Non-DoN Partner is organized, exists, is "incorporated."

Non-DoN Partner's type of leadership (*e.g., Board of Directors, owner, President, etc.*):

Choose one: Non-DoN Partner ☐ is / ☐ is not a small business (less than 500 employees).

9. FUNDING

Description of any funding and/or equivalent dollar value of any resources to be provided by the Partners. DoN Partner is not allowed to provide funding to Non-DoN Partner under a CRADA. List all amounts, schedules, and any specific items for the current FY and two (2) additional FYs. DoN Partner shall identify Sponsor and funding level for each FY. (*If no funding is to be provided by Non-DoN Partner, please enter "No Funding" and also enter equivalent value of the resources that will support this CRADA.*)

Non-DoN Partner

FY 1 _____

FY 2 _____

FY 3 _____

DoN Partner

FY 1 _____

FY 2 _____

FY 3 _____

10. REPORTING

Number or frequency of written reports each Partner will submit to the other during this Agreement on its work and the results being obtained (*only the Partner producing data is required to provide reports; however, both Partners may provide reports*):

DoN Partner will provide _____ reports

Non-DoN Partner will provide _____ reports

11. NOTICES

Name and Express Mail usable mailing address - no P.O. boxes - for Non-DoN Partner's receipt of any notices pertaining to or required by this Agreement (*this may be the same person signing the Agreement*):

12. DURATION

Length of effectiveness, or expiration date, of Agreement (*e.g., one year, two years, 31 May 1997, etc.*):

13. TECHNOLOGY SPONSORS

(DoN Partner only) Identify sponsorship of work that is transitioning to the proposed CRADA. (Organization, Code, Phone Number)

APPENDIX B

**NAVAL SURFACE WARFARE CENTER
DAHLGREN DIVISION (NSWCDD) STANDARD COOPERATIVE
RESEARCH AND DEVELOPMENT AGREEMENT (CRADA) ARTICLES**

- Article 1: Introduction**—Identifies the DoN and non-DoN partners for this CRADA.
- Article 2: Summary**—Summarizes the CRADA subject content and identifies the benefits to each partner. Also, this section will be used for public announcements.
- Article 3: Background**—Background information on the Federal Technology Transfer Act of 1986, DoN partners and their technologies available for transfer under this CRADA and non-DoN partners and their planned use of the technologies.
- Article 4: Definitions**—Defining exactly what is meant by certain key words that will be used throughout the CRADA; e.g., data, Government purpose license rights, or proprietary information.
- Article 5: Objectives** —Objectives to be accomplished in this CRADA.
- Article 6: Scope and Responsibilities**—Scope of the CRADA and the specific responsibilities for both DoN and non-DoN partners in the performance of this CRADA.
- Article 7: Representations and Warranties** — Information on what DoN and non-DoN partners represent and warrant. The non-DoN segments contain such items as identification of business, type of business (not foreign-owned, small business, etc.), and legal authority.
- Article 8: Funding** —Identification of funding arrangements and cost responsibilities.
- Article 9: Reporting and Publications** —Frequency of and method by which reports will be provided by both DoN and non-DoN partners, agreement to confer before publication, and classification requirements.
- Article 10: Intellectual Property**—Ownership, rights and uses for data, copyrights, and patent rights.
- Article 11: Property**—Title to property developed, costs incurred, and reference to property disposal laws and regulations.
- Article 12: Liabilities**—Government liability, indemnification by non-DoN partner, and force majeure.
- Article 13: General Provisions**—Characteristics of the agreement, agreements between partners, disposal of toxic wastes, officials not to benefit, U.S. competitiveness and public release of this agreement document clauses.
- Article 14: Effective Date and Duration**—Start date for this CRADA and duration of the CRADA.
- Article 15: Surviving Provisions**—Articles 4, 8, 9, 10, 11, 12, 13, and 15 survive the termination of the agreement.
- Article 16: Signatures**—Signatures of official DoN and non-DoN partners.

DISTRIBUTION

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